

207 Waiver

Title

Legal Description

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization

Letter of Authorization

January 24, 2019

To whom it may concern:

*RE: 7655 E Evans Rd., Suite #1-10
Scottsdale, Arizona 85260*

This letter is to affirm that I, Russell Hudgins of Hot Properties, LLC, am the legal owner of 7655 E Evans Rd., Suite #1-10, Scottsdale, Arizona 85260, Parcel Number 215-56-148. I authorize Patient Alternative Relief Center, LLC, represented by Robert Chilton to submit on my behalf, a Conditional Use Permit for the infusion, extraction, and cultivation of legally compliant medical marijuana into premium medical marijuana products under the Patient Alternative Relief Center license, dispensary registration certificate number 00000091DCWY00555666 (in direct and legal accordance with the Arizona Medical Marijuana Act, AMMA).



Signature Date 1/24/19

Russell Hudgins
Hot Properties, LLC
(602) 469-1530

10-UP-2013#3
01/30/2019

Affidavit of Authorization to Act for Property Owner



1. This affidavit concerns the following parcel of land:

- a. Street Address: 7655 E Evans Rd, Ste 1-10, Scottsdale AZ, 85260
- b. County Tax Assessor's Parcel Number: 265-56-148
- c. General Location: Evans Rd & 76th Pl
- d. Parcel Size: 43,000 sq. ft.
- e. Legal Description: Lot #148, Thunderbird Industrial Airpark (See Title Commitment)

(If the land is a platted lot, then write the lot number, subdivision name, and the plat's recording number and date. Otherwise, write "see attached legal description" and attach a legal description.)

- 2. I am the owner of the land or I am the duly and lawfully appointed agent of the owner of the land and have authority from the owner to sign this affidavit on the owner's behalf. If the land has more than one owner, then I am the agent for all of the owners, and the word "owner" in this affidavit refers to all of them.
- 3. I have authority from the owner to act for the owner before the City of Scottsdale with regard to any and all reviews, zoning map amendments, general plan amendments, development variances, abandonments, plats, lot splits, lot ties, use permits, building permits and other land use regulatory or related matters of every description involving the land, or involving adjacent or nearby lands in which the owner has (or may acquire) an interest, and all applications, dedications, payments, assurances, decisions, agreements, legal documents, commitments, waivers and other matters relating to any of them.
- 4. The City of Scottsdale is authorized to rely on my authority as described in this affidavit until three work days after the day the owner delivers to the Director of the Scottsdale Planning & Development Services Department a written statement revoking my authority.
- 5. I will immediately deliver to the Director of the City of Scottsdale Planning & Development Services Department written notice of any change in the ownership of the land or in my authority to act for the owner.
- 6. If more than one person signs this affidavit, each of them, acting alone, shall have the authority described in this affidavit, and each of them warrant to the City of Scottsdale the authority of the others.
- 7. Under penalty of perjury, I warrant and represent to the City of Scottsdale that this affidavit is true and complete. I understand that any error or incomplete information in this affidavit or any applications may invalidate approvals or other actions taken by the City of Scottsdale, may otherwise delay or prevent development of the land, and may expose me and the owner to other liability. I understand that people who have not signed this form may be prohibited from speaking for the owner at public meetings or in other city processes.

Name (printed)

Robert Chilton

Date

December 13, 2018

Signature

_____, 20____
_____, 20____
_____, 20____

Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • www.Scottsdal

Appeals of Dedication, Exactions or Zoning Regulations



Rights of Property Owner

In addition to the other rights granted to you by the U.S. and Arizona Constitution, federal and state law and city ordinances or regulations, you are hereby notified of your right to appeal the following City actions relating to your property:

- 1) Any dedication or exaction which is required of you by an administrative agency or official of the city as a condition of granting approval of your request to use, improve or develop your real property. This appeal right does not apply to a dedication or exaction required as part of a city legislative act (for example a zoning ordinance) when an administrative agency or official has no discretion to determine the dedication or exaction.
- 2) The adoption or amendment of a zoning regulation that creates a taking of property in violations of Arizona and federal court decision.

Appeal Procedure

The appeal must be in writing and specify the City action appealed and the date final action was taken, and must be filed with or mailed to the hearing officer designated by the city within 30 days after the final action is taken

- No fee will be charged for filing
- The city Attorney's Office will review the appeal for compliance with the above requirements, and will notify you if your appeal does not comply
- Eligible appeals will be forwarded to the hearing officer, and a hearing will be scheduled within 30 days of receipt by the hearing officer of your request. Ten days notice will be given to you of the date, time and place of the hearing unless you indicate that less notice is acceptable to you.
- The City will submit a takings impact report to the hearing officer.
- In an appeal from a dedication or exaction, the City will bear the burden of proving that the dedication or exaction to be imposed on your property bears an essential nexus between the requirement and a legitimate governmental interest and that the proposed dedication or exaction is roughly proportional to the impact of the use, improvement or development you proposed.
- In an appeal from the adoption or amendment of a zoning regulation, the City will bear the burden of proving that any dedication or exaction requirement in the zoning regulation is roughly proportional to the impact of the proposed use, improvement, or development, and that the zoning regulation does not create a taking of property in violation of Arizona and federal court cases.
- The hearing officer must render his decision within five working days after the appeal is heard.
- The hearing officer can modify or delete a dedication or exaction or, in the case of an appeal from a zoning regulation, transmit a recommendation to the City Council.
- If you are dissatisfied with the decision of the hearing officer, you may file a complaint for a trial *nevo* with the Superior Court within 30 days of the hearing officer's decision.

For questions, you may contact:

City's Attorney's Office
3939 Drinkwater Blvd.
Scottsdale, AZ 85251
480-312-2405

Address your appeal to:
Hearing Officer, C/O City Clerk
3939 Drinkwater Blvd
Scottsdale, AZ 85251

Please be aware that City Staff cannot give you legal advice. You may wish, but are not required, to hire an attorney to represent you in an appeal.

Planning and Development Services

7447 E. Indian School Road, Suite 105, Scottsdale, AZ 85251 ♦ www.ScottsdaleAZ.gov

**Owner Certification
Acknowledging Receipt
Of
Notice Of Right To Appeal
Exactions And Dedications**

I hereby certify that I am the owner of property located at:

7655 E Evans Rd SUITE 1-10, Scottsdale AZ 85260
(address where development approval, building permits, or city required improvements and dedications are being required)

and hereby certify that I have received a notice that explains my right to appeal all exactions and/or dedications required by the City of Scottsdale as part of my property development on the parcel listed in the above address.


Signature of Property Owner

1/24/19
Date

10-UP-2013#3
01/30/2019



Commitment for Title Insurance

Issued by

Old Republic National Title Insurance Company

subject to conditions and
stipulations as set forth herein

Thank you for choosing

Premier Title Agency

As Your Title Company

Contact Information:

2910 E. Camelback Rd., Suite 100
Phoenix, AZ 85016
Phone: (602) 491-9660
Fax:

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.

Premier Title Agency
Policy Issuing Agent for Old Republic National Title Insurance Company

10-UP-2013#3
01/30/2019

Premier Title Agency COMMITMENT

Commitment Issued By:

Order Number: A-107922

Premier Title Agency

2910 E. Camelback Rd., Suite 100

Phoenix, AZ 85016

Escrow Officer: Jason Privette
Phone: (480) 935-5540
Fax: (480) 452-0751
Escrow Officer Email: jprivette@ptanow.com
Email Loan Docs To:

Customer Reference:

Property Address: 7655 East Evans Road, Scottsdale, AZ 85260

Dated as of January 27, 2019
Title Officer: Al Briviesca
Title Officer Email: abriviesca@ptanow.com

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Premier Title Agency
Policy Issuing Agent for Old Republic National Title Insurance Company

10-UP-2013#3
01/30/2019

In an effort to assure that your transaction goes smoothly, please review the following checklist and contact your escrow officer or title officer if you answer "Yes" to any of the following questions:

- **Will you be using a Power of Attorney?**
- **Are any of the parties in title incapacitated or deceased?**
- **Has a change in marital status occurred for any of the Principals?**
- **Will the property be transferred into a trust, partnership, corporation or limited liability company?**
- **Has there been any construction on the property in the last 6 months?**

Remember, all parties signing documents must have a driver's license or other valid photo ID. It is recommended that all documents be signed in blue ink.

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Premier Title Agency
Policy Issuing Agent for Old Republic National Title Insurance Company

ALTA Commitment for Title Insurance

Issued by Old Republic National Title Insurance Company



NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

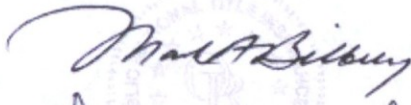
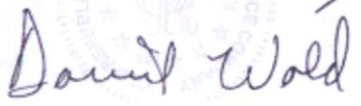
Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued By:
Premier Title Agency
2910 E. Camelback Rd., Suite 100
Phoenix, AZ 85016
Agent ID: A02447

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111


Authorized Countersignature

By  President
Attest  Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": a mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in the Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and the Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions
- (d) Schedule A;
- (e) Schedule B, Part I – Requirements
- (f) Schedule B, Part II – Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I – Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

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(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II – Exceptions does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies.

The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**NOTICE
FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)**

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445), Revised by the Path Act of 2015, These changes may be reviewed in full in H.R. 2029, now known as Public Law 114-113. See Section 324 of the law for the full text of FIRPTA changes. Effective February 27, 2016, the amendments to FIRPTA contained in the PATH Act have increased the holdback rate from 10% of gross proceeds to 15% of gross proceeds of the sale, regardless of whether the actual tax due may exceed (or be less than) the amount withheld if ANY of the following conditions are met:

1. If the amount realized (generally the sales price) is \$300,000 or less, and the property will be used by the Transferee as a residence (as provided for in the current regulations), no monies need be withheld or remitted to the IRS.
 2. If the amount realized exceeds \$300,000 but does not exceed \$1,000,000, and the property will be used by the Transferee as a residence, (as provided for in the current regulations) then the withholding rate is 10% on the full amount realized (generally the sales prices)
 3. If the amount realized exceeds \$1,000,000, then the withholding rate is 15% on the entire amount, regardless of use by the Transferee. The exemption for personal use as a residence does not apply in this scenario.
- If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445.

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is \$25.00 payable to the escrow holder.

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Premier Title Agency
Policy Issuing Agent for Old Republic National Title Insurance Company

COMMITMENT - SCHEDULE A

1. Commitment Date: January 23, 2019 at 5:00PM
2. Policy or Policies to be Issued:

2006 ALTA Standard Owners Policy

Proposed Insured:

**City of Scottsdale, a municipal
corporation**

Liability:

\$1,650,000.00

Premium:

\$4,156.00

Proposed Insured:

None

Liability:

Premium:

\$0.00

3. The estate or interest in the Land described or referred to in this Commitment and covered herein is:

Fee

4. Title to said estate or interest covered herein is at the commitment date hereof vested in:

Hot Properties, LLC, an Arizona limited liability company

5. The land referred to in this Commitment is described as follows:

See Exhibit "A" Attached For Legal Description

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Exhibit "A"
Legal Description

Lot 185, THUNDERBIRD INDUSTRIAL AIRPARK NO. 4, according to the plat of record in the Office of the County Recorder of Maricopa County, Arizona recorded in Book 186 of Maps, Page 44;

Except that portion conveyed to the City of Scottsdale in Special Warranty Deed recorded in Document No. 2017-262243.

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Premier Title Agency
Policy Issuing Agent for Old Republic National Title Insurance Company

SCHEDULE B - Part I REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Record.
5. RECORD RELEASE AND RECONVEYANCE OF Deed of Trust given to secure the original amount of \$996,930.47, and any other amounts payable under the terms thereof
Dated: April 16, 2015
Trustor: Hot Properties, LLC, an Arizona limited liability company
Trustee: First-Citizen's Bank and Trust Company
Beneficiary: First-Citizen's Bank and Trust Company
Recorded: April 16, 2015, in [Document No. 2015-261417](#)
6. RECORD RELEASE of Assignment of Rents and Leases executed by Hot Properties, LLC, an Arizona limited liability company, to First-Citizen's Bank and Trust Company, dated April 16, 2015, recorded April 16, 2015, in [Document No. 2015-261418](#), as additional security for indebtedness secured by Deed of Trust, April 16, 2015, in Document No. 2015-261417.
7. SUBMIT fully executed copy of the Operating Agreement (and all amendments) of Hot Properties, LLC, an Arizona limited liability company for examination OR, IN LIEU thereof, sworn Affidavit that this limited liability company has elected to not be governed by an operating agreement. THE RIGHT IS RESERVED to make additional requirements upon said examination.
8. RECORD certified copy of Ordinance of City of Scottsdale authorizing execution and delivery of all instruments necessary to consummate this transaction.
9. APPROVAL by the Legal Department of the Company of this Commitment prior to close of escrow and issuance of policy.

PLEASE NOTE: SOME COVERAGE, INCLUDING MECHANIC'S LIEN, CERTAIN ENDORSEMENTS, ETC., MAY REQUIRE ADDITIONAL TIME TO OBTAIN APPROVAL. NOTIFY US ABOUT ANY REQUESTED ADDITIONAL COVERAGE AS SOON AS POSSIBLE TO AVOID DELAYS.
10. RECORD Deed from Hot Properties, LLC, an Arizona limited liability company to the parties to be insured herein.

COMPLIANCE with A.R.S. 11-1133, which states that an affidavit must be completed by a seller and a buyer and

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appended to a deed or contract for the sale of real estate which is presented for recording. Pursuant to A.R.S. 1134 A & B, the affidavit and fee required by this article may not apply to certain deeds and/or transfers of title. If a document is exempt, the Exemption Code must appear on the face of the document.

11. THE RIGHT IS RESERVED by the Company to make additional exceptions and/or requirements should additional information be provided that changes or modifies the proposed transaction beyond the scope of that defined by Schedule A of this Commitment for Title Insurance.

TAX NOTE: Year 2018, Parcel No. 215-56-148A, Total Amount \$15,459.72, First Installment \$Paid, Second Installment \$7,729.86. ([Tax Sheet](#) and [Map](#))

NOTE: Current Vested Owner acquired title by Special Warranty Deed, recorded June 16, 2005, in [Document No. 2005-818327](#).

NOTE: Legal description reference [Document No. 2017-262243](#).

NOTE: Arizona Revised Statutes Section 6-483 regulates the disbursement of funds by escrow agents. Funds received by Premier Title Agency via wire transfer may be disbursed upon receipt. Other types of payments may delay closing of your transaction. You should contact your escrow officer directly to obtain wiring instructions.

The County Recorder may not accept documents for recording which do not comply with Arizona Revised Statutes 11-480 which, among other things, requires the following:

- a. Print must be ten-point type (pica) or larger.
- b. Margins of at least one-half inch along the left and right sides, one-half inch across the bottom, and on the first page at least two inches on top for recording and return address information.
(NOTE: Nothing must be contained in the margin areas, including initials)
- c. Each instrument shall be no larger than 8 ½ inches in width and 14 inches in length.

Due to changes in Arizona Revised Statutes the County Recorder may not accept for recording any document containing any more than five numbers that are reasonably identifiable as being part of an individual's Social Security Number, Credit Card, Charge Card or Debit Card Numbers, Retirement Account Numbers, Savings, Checking or Securities Entitlement Account Numbers.

THIS COMMITMENT IS NOT AN ABSTRACT, EXAMINATION, REPORT OR REPRESENTATION OF FACT OR TITLE AND DOES NOT CREATE AND SHALL NOT BE THE BASIS OF ANY CLAIM FOR NEGLIGENCE, NEGLIGENT MISREPRESENTATION OR OTHER TORT CLAIM OR ACTION. THE SOLE LIABILITY OF COMPANY AND ITS TITLE INSURANCE AGENT SHALL ARISE UNDER AND BE GOVERNED BY THE CONDITIONS OF THE COMMITMENT.

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SCHEDULE B - Part II EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, RESTRICTON, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I – Requirements are met.
2. Taxes and assessments collectible by the County Treasurer, a lien not yet due and payable for the year 2019.
3. Second half taxes and assessments collectible by the County Treasurer, a lien payable, but not yet due for the year 2018.
4. Easements, restrictions, reservations, conditions, set back lines and all other matters as set forth on the plat of Thunderbird Industrial Airpark No. 4, recorded in [Book 186 of Maps, Page 44](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin.
5. Section corners, street right of ways, monument markers, coordinates, courses, distances and other matters as set forth on Record of Survey recorded in [Book 872 of Maps, Page 42](#).
6. Restrictions, Conditions, Covenants, Reservations, Liabilities and Obligations, including but not limited to any recitals creating easements or party walls, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin contained in instrument recorded in [Docket 11980, Page 914](#), and thereafter First Amendment recorded in [Document No. 88-341596](#).
7. Easement for utilities and rights incident thereto, as set forth in instrument recorded in [Docket 14268, Page 1104](#) and in [Docket 14268, Page 1105](#).
8. Easement for utilities and rights incident thereto, as set forth in instrument recorded in [Docket 14459, Page 405](#).
9. Terms, restrictions, covenants, conditions, liabilities and obligations contained in an instrument entitled Waiver of Right to Make a Claim Under Proposition 207, recorded in [Document No. 2012-561999](#); [Document No. 2012-562001](#); [Document No. 2013-783635](#) and in [Document No. 2013-1048225](#).
10. Easement for temporary construction and rights incident thereto, as set forth in instrument recorded in [Document No. 2017-262245](#).

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.

PRIVACY POLICY NOTICE

Purpose Of This Notice

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of a persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document which notifies you of the privacy policies and practices of:

Montana Title and Escrow Company
National Closing Solutions, Inc.
National Closing Solutions of Alabama, LLC
National Closing Solutions of Maryland, Inc.
Texas National Title

Placer Title Company
Placer Title Insurance Agency of Utah
Premier Title Agency
North Idaho Title Insurance Company
Wyoming Title and Escrow Company

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as an application or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finances, securities and insurance.
- Nonfinancial companies such as envelope stuffers and other fulfillment service providers.

We do not disclose any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?
--------------	--

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions	Go to www.oldrepublictitle.com (Contact Us)
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Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you. <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies</p> <ul style="list-style-type: none"> • Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • Old Republic Title does not share with non-affiliates so they can market to you
Joint Marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you.

- Old Republic Title doesn't jointly market.

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from your or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				



SCOTTSDALE AIRPORT VICINITY DEVELOPMENT SHORT FORM

For development projects within 20,000 feet of Scottsdale Airport NOT located on an Airpark taxilane or adjacent to airport property

The owner of developments within the Airport Influence Area shall complete forms required by the City and Scottsdale Airport to comply with the Scottsdale Revised Code, Chapter 5 – Aviation and the Airpark Rules and Regulations; and submit the completed forms with final plans to the assigned city project manager.

Project Name:	Pre-App:
Site Address:	
Contact name:	Phone:

1. HEIGHT ANALYSIS, CH. 5, SEC. 5-354. GENERAL REQUIREMENTS

- ☐ Applicants must conduct a height analysis for all projects located within 20,000 feet of Scottsdale Airport.
 1. Complete a height analysis for all structures, appurtenances or construction equipment through the FAA at: <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>, click on the Notice Criteria Tool (left side). If you do not exceed criteria, submit this FAA response from the website with your packet or you must complete step 2.
- IF required by FAA, complete Step 2**
 2. Submit an FAA form 7460-1 Notice of Proposed Construction or Alteration for review and determination. Please allow about 45 days for this process. A copy of the FAA's response will be required prior to final plan approval.

2. AIRCRAFT NOISE AND OVERFLIGHT DISCLOSURE, CH. 5, SEC. 5-356 & SECT. 5-357

- ☐ Incorporate the Airport Disclosure for Development around Scottsdale Airport language into the CC&Rs or other procedural documents and provide a copy. *Exhibit A*
- ☐ An aviation easement will need to be granted to the city. If not already recorded for property, submit a notarized Aviation Easement form with packet to your project manager. *Exhibit B*

3. APPLICANT'S SIGNATURE

Signature:

Date:

Aviation Approval:

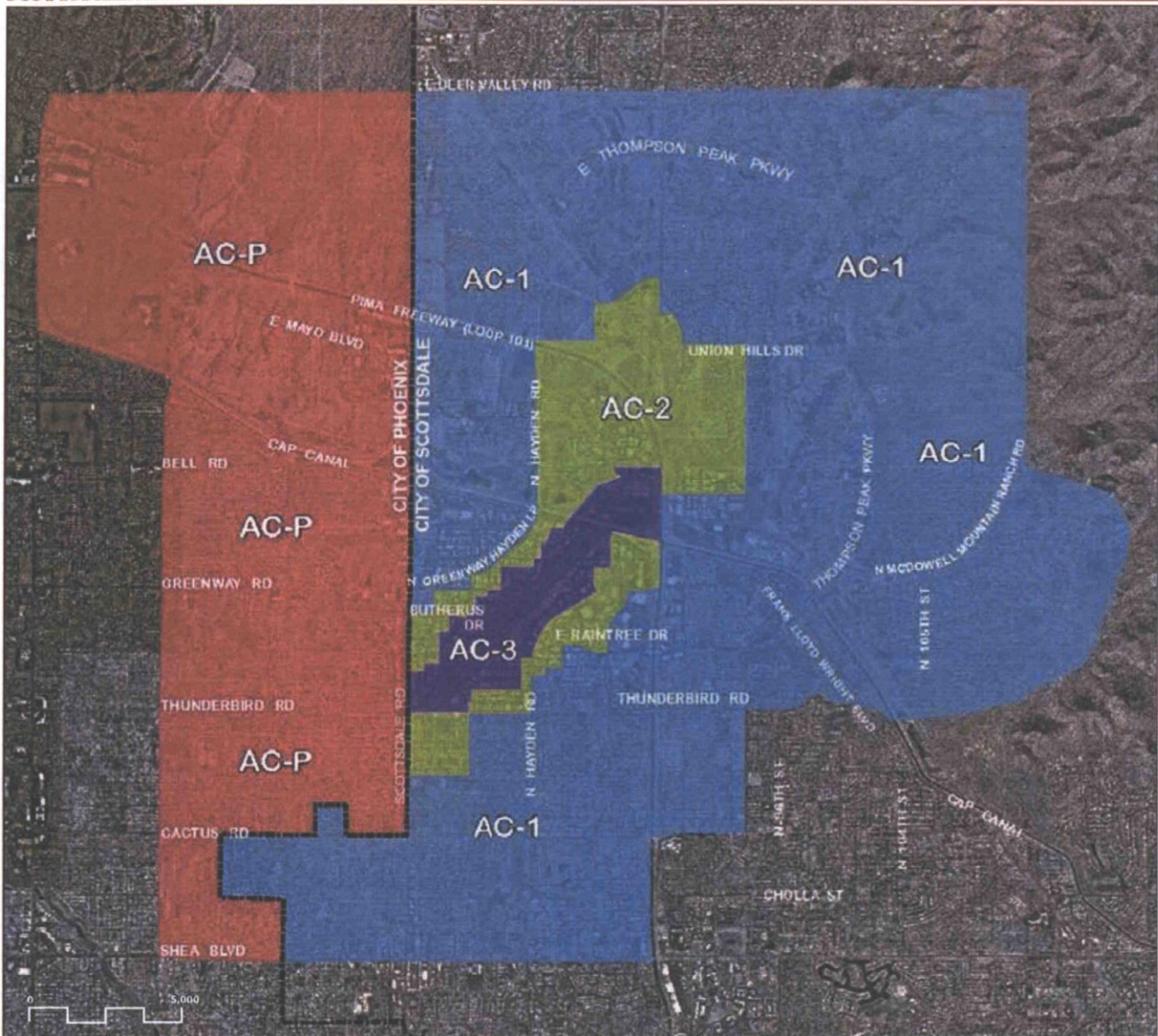
Date:

Comments:

For questions regarding this form or aviation-related requirements, contact Scottsdale Airport at 480-312-2321.



SCOTTSDALE AIRPORT MASTER PLAN



LEGEND AND TABLE KEY

----- Municipal Boundary

Airport Influence Areas

AC-1 AC-2 AC-3 AC-P

NP - Not Permitted

P - Permitted with Use Limitations

(1) - Aviation easement required under Sec. 5-357

(2) - Noise attenuation required under Sec. 5-358

Noise Sensitive Uses	AC ¹ -3	AC-2	AC-1
Dwelling unit*	NP	P (1) (2)	P (1)
Manufactured home*	NP	P (1) (2)	P (1)
Elementary and secondary school*	NP	P (1) (2)	P (1)
Hospital*	NP	P (1) (2)	P
Travel accommodation*	NP	P (1) (2)	P
Place of worship	NP	P (1) (2)	P (1)
Cultural, civic, and social organization	NP	P (1) (2)	P (1)

*The terms dwelling unit, manufactured home, elementary and secondary school, hospital and travel accommodation defined in the Basic Zoning Ordinance.

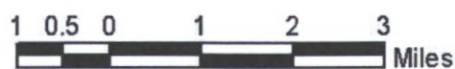
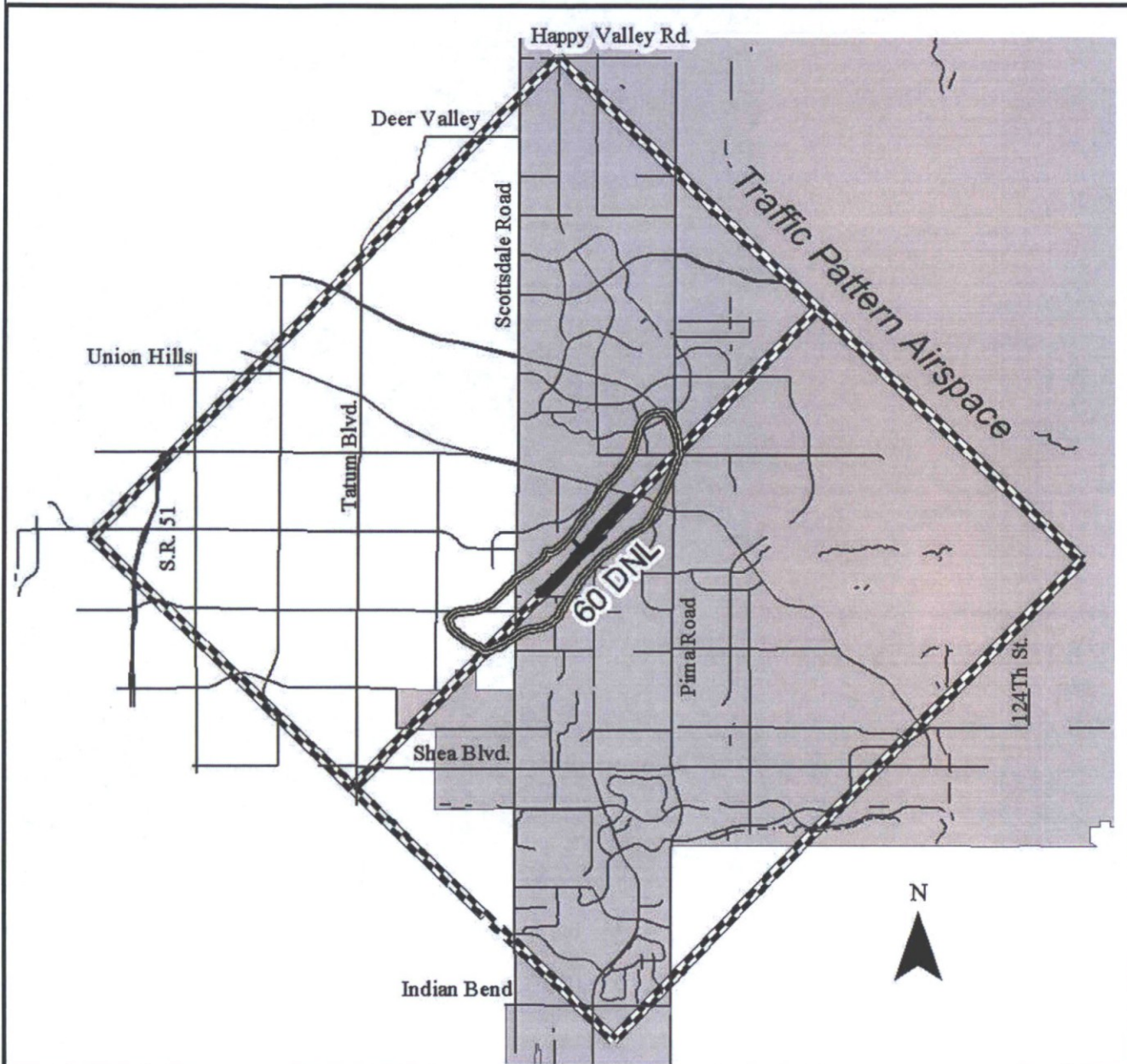
¹ AC - Airport Compatibility District

SOURCE: Scottsdale Revised Code; August 2012



AIRPORT INFLUENCE AREA AND
NOISE OVERLAY ZONES

Scottsdale Airport Traffic Pattern Airspace



Map Date: October 18, 2001

EXHIBIT A

SAMPLE FAIR DISCLOSURE FOR DEVELOPMENT AROUND SCOTTSDALE

AIRPORT NOTICE TO PURCHASERS

OF PROXIMITY TO THE SCOTTSDALE AIRPORT

To include in CC&R's or disclosure notice:

Proximity to Airport.

Each Owner of a Lot in the Airport Influence Area identified in Chapter 5 of the Scottsdale Revised Code acknowledges that, as of the date of this notice:

(a) The Lot is close to the Scottsdale Airport (the "Airport"), located generally between Frank Lloyd Wright Boulevard on the north, Pima Road on the east, Thunderbird Road on the south and Scottsdale Road on the west.

(b) The Airport is operated as a general aviation reliever/commercial service airport for Scottsdale and North Phoenix, and used generally for airplanes, jets and helicopters.

(c) Aircraft using the Airport may fly over the Lot and adjacent properties at altitudes that vary for several reasons, including weather conditions, aircraft type, aircraft performance and pilot proficiency.

(d) The majority of takeoffs and landings occur between 6:00 a.m. and 11:00 p.m., but the Airport is open 24 hours each day, so takeoffs and landings may occur at any time.

(e) The number of takeoffs and landings at the Airport average approximately 400 each day, but that number varies and may increase.

(f) Aircraft using the Airport will generate noise, the volume, pitch, amount and frequency of which will vary for several reasons, including weather conditions, aircraft type, aircraft altitude and aircraft number.

(g) Airport management attempts to minimize aircraft noise and its influence on Lots in the Airport Influence Zone, but there is no guarantee that such attempts will be effective or remain in place.

The Owner accepts and assumes any and all risks, burdens and inconvenience caused by or associated with the Airport and its operations (including noise), and agrees not to assert or make any claim arising out of the Airport and its operations against the City of Scottsdale, its elected and appointed officials, officers, directors, commissioners, representatives, employees, and agents.

Any questions regarding the operation of the Airport can be directed to the Airport Administration office at 480-312-2321.



City of Scottsdale

**ARCHAEOLOGY REQUIREMENTS FOR
DEVELOPMENT PROJECTS
WITHIN MASTER PLANNED DEVELOPMENTS OR
LARGER PROJECT AREAS
THAT HAVE A PREVIOUS ARCHAEOLOGICAL
SURVEY**

PURPOSE:

Since some master planned and other projects in Scottsdale completed archaeology surveys as an ESL requirement prior to August 1991, the archaeology survey reports were not reviewed according to current ordinance standards and there is no signed Certificate of No Effect. Therefore this review process was developed to ensure ordinance compliance for new applications on land within larger developments.

SCOPE OF PROCEDURE

The intent of this process is to review development project applications that are within larger approved project areas for their compliance with the city's archaeology ordinance requirements. The procedure applies to projects on land within larger projects that have previously submitted an archaeology survey to the City of Scottsdale to meet local requirements. The procedures apply to: 1. Rezoning, use permits and development review board (DRB) applications, including plats, within master planned developments, and 2. Development applications for pads or parcels within a larger property (20 acres or larger property).

SUBMITTAL REQUIREMENTS

Applicants for projects on land that is part of a larger project should submit map(s) and text with their application submittal as follows:

1. Proof that an archaeology report was previously submitted and/or approved (Submit a copy of the prior report or a copy of the approved Certificate of No Effect)
2. Map showing the current project location within the total land area covered by the prior archaeology report.
3. Map clearly identifying within the current project area any significant or potentially significant surveyed sites and any recorded archaeological sites with their AZ Site or other reference number.
4. If there are significant, potentially significant or recorded sites within the project area, a narrative describing how the recorded site(s) will be impacted by the proposed development and describing any measures that will be taken to protect the site(s), such as placing the site in an Natural Area Open Space (NAOS) or conservation easement.
5. Map(s)/narrative for any archaeological resources within a Master Planned Development or larger project – 1 copy

CITY REVIEW OF SUBMITTAL

The Preservation Division is responsible for managing the archaeology review process. The purpose of the review will be to determine the following:

1. The location of the current project within the larger project land area and if there are any recorded sites on the development parcel.
2. Determine what measures are proposed to protect any sites on the development parcel and whether the proposed measures are adequate to satisfy the requirements of the Scottsdale Revised Code (SRC), Chapter 46, Article VI.
3. If a significant recorded site will be impacted by the project, are a Mitigation Plan and a Certificate of Approval now required to comply with the SRC? *Note: A Mitigation Plan or any additional work will not be required if the larger project area already has an approved Certificate of No Effect.*

The applicant can satisfy the archaeology requirements if the larger area has a Certificate of No Effect, if there are no recorded sites located on the project and if there are no impacts from the project on archaeological resources. If the protection measures proposed are inadequate and/or the project will have an impact on significant or potentially significant archaeological resources, the applicant will be asked for additional information and may be asked to prepare and implement a Mitigation Plan to meet the archaeology requirements that took effect in August 1991.

Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 ♦ Phone: 480-312-7000 ♦ Fax: 480-312-7088

WHEN RECORDED, RETURN TO:

CITY OF SCOTTSDALE

ONE STOP SHOP/RECORDS

(_____)

7447 E. Indian School Road, Suite 100

Scottsdale, AZ 85251

Exempt from Affidavit of Value
under A.R.S. § 11-1134(A)(2, 3)



**CITY OF SCOTTSDALE
AVIGATION EASEMENT**

Project No. _____

Q.S. _____

FOR ONE DOLLAR (\$1.00) and other good and valuable consideration received _____ (collectively "Grantor") does hereby grant to the City of Scottsdale, an Arizona municipal corporation ("Grantee"), a perpetual, non-exclusive easement upon, over, under and across the parcel of land (the "Property") described on the legal description and the sketch attached hereto as Exhibits "A" and "B". The purpose of the easement is for a right of flight for the passage of aircraft in the airspace above the surface of the Property as follows:

1. "Aircraft" means any manned or unmanned contrivance or device now known or hereafter invented, used or designed to navigate or fly in the air.
2. Without limitation, the right of flight shall include the right to operate aircraft over and near the Property and to cause within or without said airspace any noise, vibration, fumes, light, exhaust, odors, fuel vapor particles, electronic interference, dust, annoyances, nuisances, emissions, or other effects of any description relating to the operation, use or function of any aircraft in or near the said airspace (collectively the "Aircraft Effects").
3. All Aircraft Effects are included within the scope of the easement, including without limitation those that reach or affect the surface of the Property or improvements to the Property, those that interfere with other uses of the Property, those that annoy users of the Property, and those that are caused or made worse by any of the following:
 - 3.1. Any and all temporary and permanent increases and other changes and variations in the size, number, method of propulsion, weight, noisiness, design, fuel, category, type or other characteristics of aircraft and any permanent, temporary, seasonal, time-of-day or other practices, laws, rules, policies, circumstances, customs, protocols or procedures related thereto.
 - 3.2. Any and all temporary and permanent changes and variations in airport size, orientation, configuration, layout, location, runway length, boundaries, improvements or other characteristics and any permanent, temporary,

seasonal, time-of-day or other practices, laws, rules, policies, circumstances, customs, protocols or procedures related thereto.

- 3.3. Any and all temporary and permanent changes and variations in flight paths, flight frequency, flight timing, airport operations, climbing and descending, altitudes, takeoff and landing, air traffic control and any permanent, temporary, seasonal, time-of-day or other practices, laws, rules, policies, circumstances, customs, protocols or procedures related thereto.
- 3.4. Changes in Grantor's or others' personal perceptions of Aircraft Effects or sensitivity to Aircraft Effects.
4. Grantor shall not cause or allow the Property to be used in a way that causes a discharge of fumes, smoke, dust, electronic emissions, light emissions, or other land use of any description that obstructs visibility or adversely affects or interferes with the operation of aircraft or any navigational facilities used for aircraft operation. No building, mast or other thing upon the Property shall exceed _____ feet in height.
5. Grantor has been advised and is of the opinion that:
 - 5.1. All or a portion of the Property is located in a noise-influence area.
 - 5.2. Aircraft Effects might be annoying to users of the Property and might interfere with the unrestricted use and enjoyment of the Property.
 - 5.3. Aircraft Effects will likely increase over time.
6. Grantor waives, remises and releases any right, cause of action, or other claim that Grantor has now or may have in the future against, and covenants not to sue, Grantee regarding Aircraft Effects. Grantor makes all of such covenants waivers, remises, and releases on behalf of itself and its successors and assigns in favor of Grantee and its past, present, or future officers, officials, directors, employees, agents, lessees, sublessees, permittees, invitees, successors and assigns.

Grantor hereby warrants and covenants to Grantee and its successors and assigns that Grantor is lawfully seized and possessed of the Property; that Grantor has a good and lawful right to make the conveyance described herein; and that Grantee shall have title and quiet possession against the claims of all persons.

The person executing this document on behalf of a corporation, trust or other organization warrants his or her authority to do so and that all persons necessary to bind Grantor have joined in this document. This document runs with the land in favor of Grantee's successors and assigns.

DATED this ____ day of _____, 20____.

GRANTOR: _____

for _____

for _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

This document was acknowledged before me this ____ day of _____, 20____, by _____
_____ for and on behalf of _____.

NOTARY PUBLIC

My commission expires:

STATE OF ARIZONA)
) ss.
County of Maricopa)

This document was acknowledged before me this ____ day of _____, 20____, by ____
_____ for and on behalf of _____.

NOTARY PUBLIC

My commission expires:
